



CITY CLERK DEPARTMENT

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**CITY OF EL PASO, TEXAS
BUILDING & PLANNING SERVICES**

June 10, 2004

TO: The Honorable Mayor & City Council
Jim Martinez, Chief Administrative Officer
Laura Uribarri, Executive Assistant to the Mayor
Adrian Ocegueda, Executive Assistant to the Mayor

COPY TO: Patricia D. Adauto, Deputy for Building & Planning Services
Daryl Cole, Street Dept. Director
Lisa Elizondo, City Attorney
Kevin Elkins, Assistant City Attorney

FROM: Teresa Quezada, CIP Administrator, Building & Planning Services

SUBJECT: June 15, 2004 City Council Agenda Items

Teresa Quezada
6/10/04

The following item has been scheduled for City Council action as noted above.

Resolution that the Mayor be authorized to sign a LOCAL PROJECT ADVANCE FUNDING AGREEMENT for a Landscaping Project (Off State System) ("Agreement") between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"). The scope of work for this Agreement is described as landscaping existing medians with additional groundcover to include stamped concrete, loose aggregate, additional vegetation and irrigation system on Montana Avenue from Trowbridge to Paisano. (Districts 2 & 3).

This agreement supplements the median landscaping agreement approved by City Council on July 29, 2003 for median landscaping on Montana. There are no additional costs to the City, and the limits of the project, from Trowbridge east to approximately 700 feet east of Airway Boulevard have not changed. This agreement delineates the scope of work which is off the state system and is required by the Texas Department of Transportation to differentiate between work carried out on system roadways and that carried out off-system. Should you have any questions you can reach me at 541-4853.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a LOCAL PROJECT ADVANCE FUNDING AGREEMENT for a Landscaping Project (Off State System) ("Agreement") between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"). The scope of work for this Agreement is described as landscaping existing medians with additional groundcover to include stamped concrete, loose aggregate, additional vegetation and irrigation system on Montana Avenue from Trowbridge to Paisano. The Mayor is hereby authorized to execute any necessary budget transfers to accomplish the intent of this Resolution.

ADOPTED this the 15th day of June, 2004.

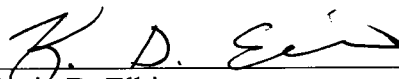
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

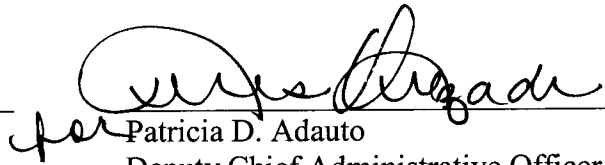
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adaauto
Deputy Chief Administrative Officer
for Building and Planning Services

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For an Landscaping Project
(Off State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State”, and the City of El Paso, acting by and through its duly authorized officials, hereinafter called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 107737 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown s Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**
The scope of work for this LPAFA is described as landscaping existing medians with additional groundcover to include stamped concrete, loose aggregate, additional vegetation and irrigation system on Montana Avenue from Trowbridge to Paisano.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.

7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State, as stated in the Master Agreement, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for Preliminary Engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement.
 - e. One hundred and twenty (120) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
 - f. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - g. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the Local Government.

The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of

funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

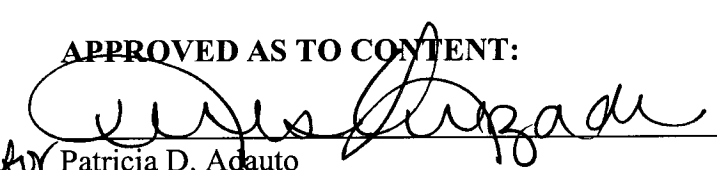
IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Joe Wardy, Mayor

Date: _____

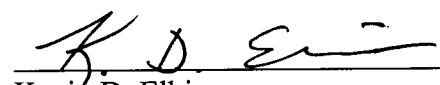
APPROVED AS TO CONTENT:


for Patricia D. Adaauto
Deputy CAO for Building and Planning Services

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:


Kevin D. Elkins
Assistant City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date: _____

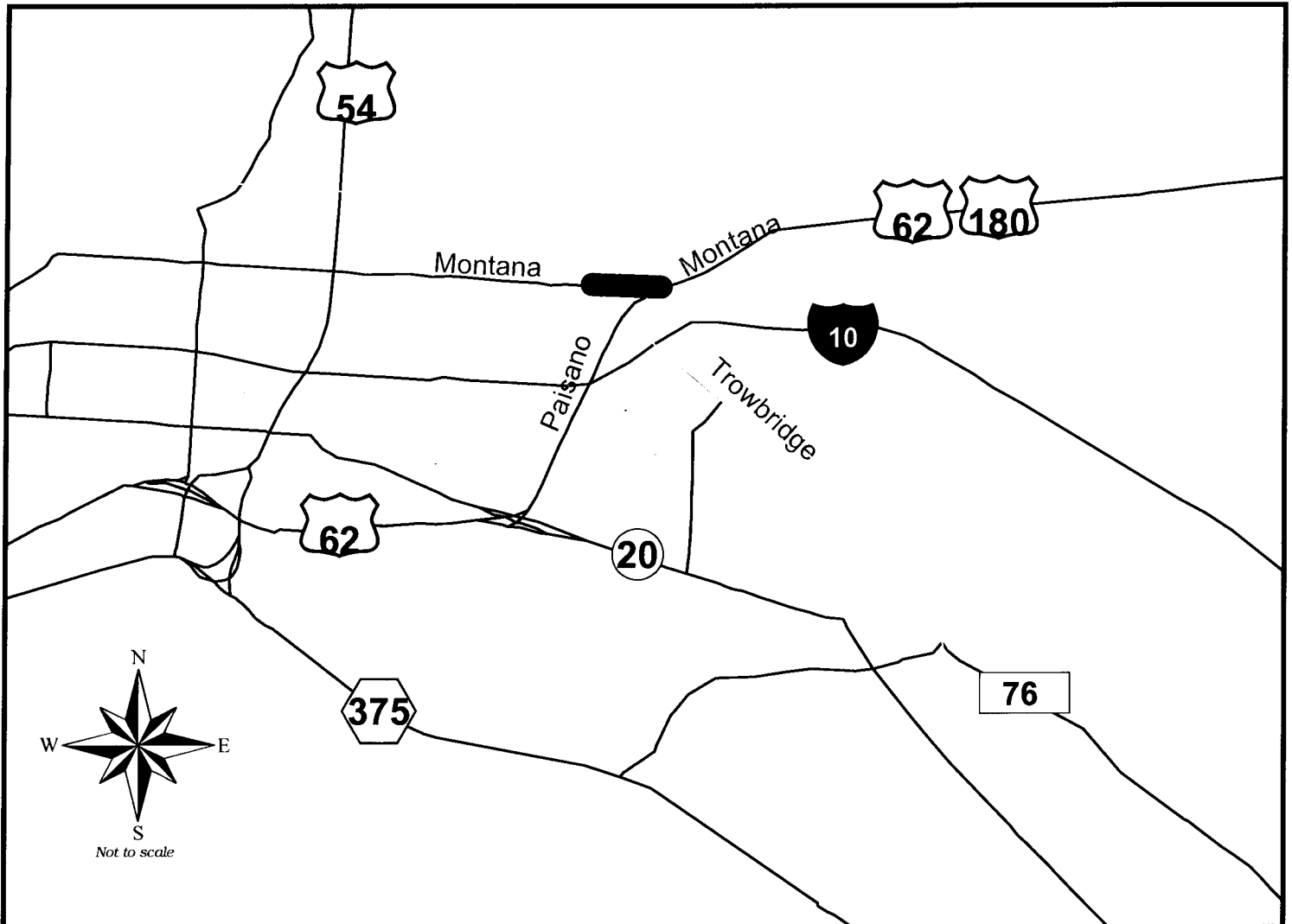
ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

ATTACHMENT B
PROJECT LOCATION MAP

PROJECT LOCATION MAP

City of El Paso, Texas



CSJ 0924-06-252

Montana Landscaping

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

ATTACHMENT C						
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS						
(FOR INCREMENTAL PAYMENTS)						
CSJ 0924-06-252 (CCSJ 0374-02-075)				Montana Landscaping - 100% City of El Paso		
Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation		
		%	EDC Adjustment	Prior to EDC	EDC Adjustment	Actual Participation
Land (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Utilities (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Environmental (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Items	80,000.00	0.00	0.00	80,000.00	0.00	80,000.00
Preliminary Engineering (10%)	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00
	SUBTOTAL	88,000.00	0.00	0.00	88,000.00	0.00
				0.00		
Engineering & Contingencies (E&C) (Estimated @ 11% of Construction)	8,800.00	0.00	0.00	8,800.00	0.00	8,800.00
	SUBTOTAL	96,800.00	0.00	0.00	96,800.00	0.00
			Local Entity participation, TOTAL			96,800.00
			Note: Project duration less than 6 months, incremental payments not necessary.			
			City of El Paso check received for \$131,000 therefore no additional funds are needed			
			needed upon execution of this contract. A change order is being processed which			
			will reduce or eliminate City match on the US 62/180 section of Montana.			
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